



Christchurch

## Terms of Engagement

between client

and CultureSafe  
Christchurch Ltd

Regarding the matter:

**WORK PLACE BULLYING/ EMPLOYMENT DISPUTE**

Brief summary of scope of services to be provided:

To provide representation and any documentation required for the claim/case.

Timescale or duration of service: Will depend on the scope of the work required.

Fees	Set out below	per hour + expenses	fixed sum
Payments (please tick)	AP/Cash weekly	Monthly invoice	Contingency upon resolution

Information to be supplied by client

All relevant documentation pertaining to the claim/case.

*The Client engages CultureSafe Christchurch Ltd to provide the services described above and CultureSafe Christchurch Ltd agrees to perform the services for the remuneration provided above. Both parties agree to be bound by the provision of the Short Form Model Conditions of Engagement (overleaf), and any variations noted below. Once signed, this agreement, together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the parties.*

**Variations to conditions overleaf \*\*\*\*\* please refer to our fee section (6)**

Client signatory	CultureSafe Christchurch /or representative: signatory
Print Name:	Print Name:
Date:	Date:

### Terms and Conditions

#### General

While we use our hourly charge out rates as a guide, our fees for client representation will be based on reasonable fee factors that will be agreed prior to engagement. Disbursements will be charged in an additional **administration fee**.

**Travel** will be charged at the current rate prescribed by the *IRD per kilometre*, in addition to our usual hourly rates, flights and accommodation costs are charged at the cost rate.

The **administration fee** will be an amount that we consider proportionate to the extent of administration services provided in respect of that invoice to cover administration costs such as telephone calls, general photocopying, and file administration.

#### Responsibility for service

Director Maryline Suchley will have overall responsibility for the services provided to you. However, our other staff will work in support and may be in contact with you from time to time in order to progress your matter.

**Detailed terms and conditions overleaf**

### CultureSafe Christchurch Ltd Short Form Conditions of Commercial Engagement

1. CultureSafe *Christchurch* Ltd shall perform the Services as described in the attached documents. The Client and CultureSafe *Christchurch* Ltd agree that the Services are acquired for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 are excluded in relation to the services.
2. In providing the Services CultureSafe *Christchurch* Ltd shall exercise the degree of skill, care and diligence normally expected of a competent professional.
3. The Client shall provide to CultureSafe *Christchurch* Ltd, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may pertain to the Services.

CultureSafe *Christchurch* Ltd shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to CultureSafe *Christchurch* Ltd, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.

4. The Client shall pay CultureSafe *Christchurch* Ltd for the Services the amount of fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an Agent (or a person purporting to act as Agent) on behalf of the Client, the Agent and Client shall be jointly and severally liable for payment of all accounts due to CultureSafe *Christchurch* Ltd under this Agreement.
5. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of the payment at the rate set out in the attached documents.
6. \*\*\*\*\*Where services are carried out on a time charge basis, CultureSafe *Christchurch* Ltd may purchase such incidental goods and/or Services as are reasonably required for CultureSafe *Christchurch* Ltd to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. CultureSafeNZ *Christchurch* Ltd shall maintain records which clearly identify time and expenses incurred.

- Consultancy Fees for **employees** who have specific employment/bullying issues: Initial consultation \$200 + GST (Please allow up to 2 hours for this meeting), thereafter \$200 + GST per hour. ERA Teleconferences, Authority investigation meetings & Mediation services \$200 + GST per hour. General advice for employees \$50 + GST per 15 minutes. Document preparation \$150 per hour.
- Consultancy Fees for **employers** who have specific employment/bullying issues: Initial consultation \$200 + GST (Please allow up to 2 hours for this meeting), thereafter \$200 + GST per hour. ERA Teleconferences, Authority investigation meetings & Mediation services \$200+ GST per hour. Document preparation \$150 per hour. General advice for employers \$75 + GST per 15 minutes.
- A resolution fee of \$600+GST will be applied to settlements negotiated outside of the mediation process.

7. The Client may order variations to the Services in writing or may request CultureSafe *Christchurch* Ltd to submit proposals for variation to the Services.
8. CultureSafe *Christchurch* Ltd shall retain copyright of all intellectual property prepared by CultureSafe *Christchurch* Ltd. The Client shall be entitled to use them or copy them only for the purpose for which they are intended. The ownership of data and factual information collected by CultureSafe *Christchurch* Ltd and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce documents in which CultureSafe *Christchurch* Ltd has copyright, as reasonably required in connection with the services but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to CultureSafe *Christchurch* Ltd have not been paid in accordance with this Agreement.
9. The Client may suspend all or part of the Services or terminate the Agreement by notice to CultureSafe *Christchurch* Ltd who shall immediately make arrangements to stop the Services and minimise further expenditure. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the parties. **However, you will be required to pay for the services currently provided to that date as laid out.**
10. Disputes shall first be referred to conciliation for settlement. Unresolved disputes shall be referred to arbitration in accordance with the Arbitration Act 1996.
11. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.

Acknowledgement of receipt of the terms and conditions signature..... Print Name .....